



COUNTY OF PLACER
ADMINISTRATIVE SERVICES DEPARTMENT
Procurement Services Division
2964 Richardson Drive
Auburn CA 95603
Phone: 530-889-7776

INVITATION FOR BIDS

Bidder Acknowledgement

RELEASE DATE: September 18, 2006

BID NO. 9618

TITLE: Clinical and Forensic Lab Services

DUE DATE: October 12, 2006 3:30 PM *(Bids shall not be accepted after this date/time)*

All questions regarding this solicitation shall be directed to:

Buyer Name: Jim Boggan

Telephone: 530-889-4258

E-Mail: JBoggan@placer.ca.gov

This package includes the following documents:

Atch A: Bid Form



Atch B: Special Terms and Conditions



Atch C: Acct and Lab Req Info



Atch D: Billing Protocol



Atch E: Insurance Requirements



Type of Award:

Fixed Contract (Purchase Order)



Open-End Contract (Blanket Purchase
Order) for the approximate period:



December 1, 2006 through December 31, 2007

Bidder shall complete the area below. Unsigned bids shall be rejected; no exceptions.

The undersigned offers and agrees, if this bid is accepted within **90 calendar days** from the date of opening, to furnish all of the items upon which prices are quoted, at the prices set opposite each item, delivered at the designated point(s) by the method of delivery and within the time specified herein and subject to the Terms and Conditions of this IFB, including any and all addenda. In the event of a contract award pursuant to this bid, performance by the successful bidder of any or all of the services, or delivery of any or all of the products defined herein, shall constitute acceptance of all terms, conditions and requirements of the resulting agreement. I declare under penalty of perjury that I have not been a party with other bidders to an agreement to bid a fixed or uniform price.

Addendum Received, No(s). _____

NAME OF FIRM: _____

Mailing Address: _____

City/State/Zip: _____

Contact Person: _____

Telephone: _____ Fax: _____

By (signature): _____ Title: _____

NO BID: ☐ Reason: _____

INVITATION FOR BIDS GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this bid by reference and attachment to this Invitation for Bids document. **Any contract award made as the result of this bid shall be governed by these General Terms and Conditions.** By signature in the space provided for bidder in these documents, bidder does agree to furnish the product(s) and/or service(s) pursuant to these conditions.

WARNING: It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions (see also Section 4 below), and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at : www.placer.ca.gov/admin/procurement/openbids.htm
Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Additionally, failure of bidder to return a signed addenda, when required, may be cause for rejection of his/her bid.

1. **GENERAL.** These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract by indicating a change in the special instructions to bidders or in the bid. **Any bidder accepting a contract award as the result of this bid agrees that the provisions included within this Invitation for Bid shall prevail over any conflicting provision within any standard form contract of the bidder.**
2. **SUBMISSION OF BIDS.** Bids shall be submitted to the Procurement Services Division, 2964 Richardson Drive, Auburn, California, 95603, between the hours of 8:00 am and 5:00 PM (Pacific), Monday through Friday (excluding County holidays), prior to the date and time specified in this solicitation. Bids shall be submitted in a sealed envelope which clearly identifies the bid number, commodity, and closing date and time. Bids shall be submitted on the bid forms provided by the County. Bids must be signed by an authorized employee. The County shall not be responsible for bids delivered to a person/location other than that specified herein. Bids shall be in ink or typewritten and all changes and/or erasures shall be initialed and dated in ink. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder, without obliterating the original text or images contained herein.
WARNING: Late bids or unsigned bids shall not be accepted under any circumstances. Facsimile, telegraphic or telephone bids shall not be accepted.
3. **ALTERATION OF BID DOCUMENTS.** Bidder hereby agrees, by signature on the face of this bid, that s/he has not altered the specifications, terms, or conditions of these documents, except as to clearly indicate exception to the requirements herein. Bidder also understands that, should it be discovered that the bidder altered these documents in a way that misleads or deceives the County as to the terms and conditions of their response, their bid shall be rejected and the bidder may be debarred in accordance with the processes defined in the Placer County Purchasing Policy Manual.
4. **AMENDMENTS TO THE BID.** Any amendment to this bid is valid only if in writing and issued by the Placer County Procurement Services Division.
5. **NO BID.** Persons desiring not to submit a bid should return the Bidder Acknowledgment marking it "NO BID," no later than the stated bid opening date and time, and state the reason in the response. Failure to respond by the bid deadline may result in removal of the bidder's name from the bid mailing list. **NOTE:** To qualify as a respondent, bidder must submit a timely "NO BID."
6. **NON-COLLUSION.** The bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
7. **CONFLICT OF INTEREST.** Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid awarded or has been employed or retained to solicit or aid in the procuring of the resulting contract, nor will any such person be employed in the performance of such contract.
8. **AWARD.** The contract may be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation for Bid. In determining whether a bid is lowest and responsive, and the bidder responsible, the following may be considered by the County: a) Ability to perform the service required within the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts;

- d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; i) The resale value and life cycle costs of the items; j) Such other information as identified in the Purchasing Policy Manual having bearing on the decision to make the award. The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly. The County may award bids by line item, category, or on an all-or-none basis.
9. **MERCHANTABILITY.** There shall be an implied warranty of merchantability and fitness for an intended use. Any bid submittals taking exception to this requirement may, at the County's option, be considered non-responsive.
10. **SAMPLES.** Samples of items, when required, must be furnished free of expense to Placer County and if not destroyed by tests will, upon request, be returned at bidder's expense. Samples of selected items may be retained for comparison.
11. **MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are intended only to identify the quality level desired. They are not intended to limit competition. The bidder may offer any equivalent product, which meets or exceeds the specifications. If bids are based on equivalent products, the bids must: 1) Indicate on the bid form the alternate manufacturer's name and catalog number; 2) Include complete descriptive literature and/or specifications; 3) Include proof that the proposed equivalent shall meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable. If bidder fails to name a substitute, goods identical to the bid standard must be furnished.
12. **INDEMNIFICATION.** Unless indemnification requirements are stated otherwise in this solicitation, said requirements shall be as follows: The Contractor hereby agrees to protect, defend, indemnify, and hold Placer County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. The Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of Placer County from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to the resulting contract or agreement.
13. **FORCE MAJEURE.** If an emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this bid, deliveries may be suspended as long as needed to remove the cause or repair the damage. An emergency or natural disaster includes fire, flood, blizzard, strike, accident, consequences of foreign or domestic war, or any other cause beyond the control of the parties. The County reserves the right to acquire from other sources any products/services during any suspension of delivery.
14. **TAXES.** Placer County is exempt from Federal Excise Tax; an exemption certificate will be furnished upon request. Placer County is not exempt from California State sales/use taxes. All applicable State sales/use taxes will be added to the purchase order.
15. **DELIVERY.** All prices bid must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
16. **FIXED CONTRACT QUANTITIES.** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents.
17. **OPEN-END CONTRACT (BLANKET PURCHASE ORDER).** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities/bid ratio or discounts from manufacturer's list price may be used for bid comparison. The County reserves the right to: issue purchase orders as and when required; or issue a blanket purchase order for individual agencies or multiple County agencies; or any combination of the preceding. No delivery shall be made without a written order by the County, unless otherwise specifically provided for in the contract. If in a subsequent year the vendor offers to

supply his goods and service for the same bid price, or in the event the supplier is willing to negotiate to the satisfaction of Placer County any justifiable price increase prior to the succeeding year's contract renewal and if the service provided by the supplier was to the satisfaction of the County, the County of Placer reserves the right to extend the period of the resulting contract on a year-to-year basis. Alternatively, the bid solicitation may set forth specific renewal terms. Bidder certifies that prices charged to the County for non-listed commodities or no-fixed price items are equal to or less than those charged the bidder's most favored customer for comparable quantities under similar terms and conditions.

18. **NON-APPROPRIATION.** In the event that sufficient funds are not appropriated and budgeted for the payment of goods or services described herein, the agreement shall immediately terminate on the last day of the fiscal period for which appropriations were received or other amounts were available to pay the amounts due under the agreement, without penalty or expense to the County of any kind whatsoever, except that the County will be liable for payment of any unpaid invoices for goods or services which were delivered prior to the end of the last fiscal period for which appropriations were made.
19. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item furnished by the vendor fails to conform to bid specifications, or to the sample submitted by the vendor with his bid, the County may reject it. Upon rejection, the vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specifications or samples. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual cost to the County. If the vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual replacement cost to the County. If the vendor breaches the contract or purchase order, any loss or damage sustained by the County in procuring items which the vendor therein agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the contract. In any legal proceeding brought to enforce the terms of the herein agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred as a result of enforcing the terms of this agreement.
20. **LOCAL VENDOR PREFERENCE.** A local preference credit of 5.0% for Placer County businesses will be permitted when evaluating bids for supplies, equipment, materials and services that are not part of a public project. Bidders claiming local vendor preference must submit an Affidavit of Eligibility with their bid, unless an authorized affidavit is already on file. Preference criteria and affidavit forms may be faxed to you by using our self-service "fax on demand" system. Dial 530/889-7776, press option 4 then enter your full fax number when prompted (include 1 + your area code if you are not in the 530 area). This information is also available on our website at: www.placer.ca.gov/admin/procurement/lvp_affidavit.htm
21. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number. Failure to comply will result in delayed payments. The County will make payment on a Net 30-day basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.
22. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of bids and disputes about bids. Lack of knowledge by any bidder about applicable law is not a defense.
23. **ASSIGNMENT.** Any contract awarded shall not be assignable by the vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
24. **OTHER AGENCIES.** The successful vendor shall agree to extend Placer County contract prices and terms to other governmental agencies. Any contract resulting from this requirement shall be executed by the successful vendor and the other agency. Placer County will not be a party to "other agency" contracts.

25. **PROTEST AND APPEAL PROCESS.** Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services in the manner prescribed by Section 10.0 of the Placer County Purchasing Policy. The protest shall be submitted in writing to the Director of Administrative Services within seven (7) calendar days after such aggrieved person or company knows or should have known of the facts giving rise thereto.
26. **RECYCLED PRODUCT PREFERENCE.** A preference of 10% will be given to bids for products meeting the definition of recycled product cited in Public Contract Code Sections 12161 and 12200.
27. **PATENT INFRINGEMENT.** Supplier shall indemnify and hold harmless County, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products supplied by supplier infringes any patent, copyright, trade secret, or other property right.
28. **VENDOR FINANCIAL STABILITY.** If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal. In accordance with Section 3.12(g) of the Placer County Purchasing Policy Manual and paragraph 8.e. of this document, the County may use information regarding a bidder's financial responsibility when making an award determination.

The County reserves the right to take any action available if it discovers a failure to provide such information to the County, including but not limited to, a determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, in accordance with the processes defined in the Placer County Purchasing Policy Manual.

By submitting a bid/proposal in response to this solicitation, the vendor agrees that if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect and that it will provide the County any relevant information requested in order for the County to determine whether the vendor has the financial ability to meet its obligations to the County.

-- End of General Terms and Conditions --

**ATTACHMENT A
BID FORM
(to be completed by bidder)**

1.0 INTENT

- 1.1 The intent of this bid is to select providers to perform clinical laboratory services, forensic GCMS lab services, and pap smears/pathology evaluations for an approximate one-year period from December 1, 2006, through December 31, 2007. In accordance with Placer County policy, the resulting contracts may be renewed if cost and terms are satisfactory to the County. Contract(s) resulting from this solititation will be utilized by several divisions within the County on an as-needed basis for different levels of service. Clinical lab services will include walk-in laboratory service for patients in the Auburn, Roseville and Kings Beach areas.
- 1.2 The award of this bid shall be by category to the most responsive bidder offering the best pricing for each category and geographic area. Pricing offered shall be firm for the initial contract period. Interested firms do **not** need to bid on all three categories in order to be considered. However, failure to offer all services requested within a single category may result in the bidder being declared non-responsive for that category. Estimated annual quantities are based on countywide use and may not represent the total volume of business for a single contract or geographic region. Multiple contracts may be issued within Category I in order to meet requirements of individual County departments and/or divisions.
- 1.3 All services shall be provided in accordance with the terms, conditions and requirements of this bid, including the Special Terms and Conditions, Attachment B.

2.0 PRICING

- 2.1 The Bid Pricing pages contain the most frequently ordered tests for which fixed pricing is requested; however, the resulting contracts will not be limited to these tests. Additional tests shall be discounted commensurate with the prices offered on listed tests, and this discount shall be stated as requested in Attachment A, Page 5.
- 2.2 In accordance with California Code, Title 22, Placer County will pay the lesser of the following: the amount billed, the charge to the general public, or Medicare's maximum allowance. The bidder is advised that these contracts are based on "client billing", with Placer County as the client, for patients who are considered medically indigent and who do not qualify for Medi-Cal assistance. As this is not a Medicare or Medi-Cal program; pricing is not required to adhere to the requirements of these State and Federal programs.

CATEGORY 1, CLINICAL LABORATORY SERVICES

BID PRICING

Item No.	Description	Estimated Annual Qty	Test No./ Name	CPT Code	Unit Cost	Extension
1.	CBC with Differential/ Platelet	2000	_____	_____	\$_____	\$_____
2.	Comprehensive Metabolic Panel (Albumin; Alkaline Phosphatase; ALT (SGPT); AST (SGOT);Bilirubin, Total; BUN; Calcium; Chloride; CO ₂ ; Creatinine; Glucose;Potassium; Protein, Total; Sodium	1650	_____	_____	\$_____	\$_____
3.	Lipid Panel (Cholesterol; Cholesterol, HDL; Cholesterol, LDL (calculated); Cholesterol, VLDL (calculated); Triglycerides)	1500	_____	_____	\$_____	\$_____
4.	Thyroid Stimulating (TSH, High Sensitivity)	1100	_____	_____	\$_____	\$_____
5.	Hemoglobin A1c with MBG Estimation	530	_____	_____	\$_____	\$_____
6.	Basic Metabolic Panel (BUN, Calcium, Chloride, CO ₂ , Creatinine, Glucose, Potassium, Sodium)	360	_____	_____	\$_____	\$_____
7.	Hepatic Function Panel (Albumin, Alkaline Phosphatase, ALT (SGPT), AST (SGOT), Bilirubin (Total and Direct), Protein (Total))	300	_____	_____	\$_____	\$_____
8.	HIV-1 Antibodies, Preliminary Test with Confirmation	290	_____	_____	\$_____	\$_____
9.	Prothrombin Time, (PT)	260	_____	_____	\$_____	\$_____
10.	Sed Rate Westergren	250	_____	_____	\$_____	\$_____
11.	Urine Culture, Routine	250	_____	_____	\$_____	\$_____
12.	Rapid Plasma Reagin	235	_____	_____	\$_____	\$_____
13.	Hepatitis B Surface Antigen and Hepatitis C Virus Ab	200	_____	_____	\$_____	\$_____

Item No.	Description	Estimated Annual Qty	Test No./ Name	CPT Code	Unit Cost	Extension
14.	Hypothyroid Panel (Thyroid Panel, TSH)	190	_____	_____	\$_____	\$_____
15.	Prostate Specific Antigen	180	_____	_____	\$_____	\$_____
16.	Urinalysis, Routine	150	_____	_____	\$_____	\$_____
17.	Susceptibility Testing, Anaerobic Bacteria	145	_____	_____	\$_____	\$_____
18.	Microalbumin, Random Urine	140	_____	_____	\$_____	\$_____
19.	Vitamin B12 and Folic Acid	140	_____	_____	\$_____	\$_____
20.	Aerobic Bacterial Culture Folic Acid	100	_____	_____	\$_____	\$_____
21.	Valproic Acid (Depakote)	100	_____	_____	\$_____	\$_____
22.	Ferritin, Serum	85	_____	_____	\$_____	\$_____
23.	Ova + Parasite Exam	85	_____	_____	\$_____	\$_____
24.	Glucose, Plasma	80	_____	_____	\$_____	\$_____
25.	Lithium (Eskalith), Serum	75	_____	_____	\$_____	\$_____
26.	Thyroxine (T4) Free, Direct, Serum	65	_____	_____	\$_____	\$_____
27.	Follicle Stimulating Hormone, Serum	60	_____	_____	\$_____	\$_____
28.	HCV Quantitative with Serial Monitoring	60	_____	_____	\$_____	\$_____
29.	Iron+TIBC	60	_____	_____	\$_____	\$_____
30.	Triiodothyronine, Free, Serum	60	_____	_____	\$_____	\$_____
31.	Anti-nuclear Antibodies	50	_____	_____	\$_____	\$_____
TOTAL BID COST, CATEGORY 1						\$_____

CATEGORY 2, GCMS DRUG CONFIRMATION

Item No.	Description	Estimated Annual Qty	Test No./ Name	CPT Code	Unit Cost	Extension
32.	Drug Abuse Profile (Routine), Urine (GC/MS Included): Amphetamines; barbiturates; benzodiazepines; cannabinoids (marijuana); cocaine metabolite; opiates; phencyclidine (PCP)	10	_____	_____	\$_____	\$_____
33.	Drug Abuse Profile (Routine), Urine (GC/MS Included for extra charge only if results are positive): Amphetamines; barbiturates; benzodiazepines; cannabinoids (marijuana); cocaine metabolite; opiates; phencyclidine (PCP)	5	_____	_____	\$_____	\$_____
TOTAL BID COST, CATEGORY 2						\$_____

CATEGORY 3, PAP SMEARS/PATHOLOGY

Item No.	Description	Estimated Annual Qty	Test No./ Name	CPT Code	Unit Cost	Extension
34.	Gynecologic Pap Smear, Liquid-Based Preparation With Reflex to High-Risk Human Papillomavirus (HPV), ASC-U	1000	_____	_____	\$_____	\$_____
35.	Gynecologic Pap Smear, Liquid-Based Preparation With Reflex to High-Risk Human Papillomavirus (HPV), ASC-U, ASC-H, LSIL, or HSIL	65	_____	_____	\$_____	\$_____
36.	Gynecologic Pap Smear, Liquid-Based Preparation	35	_____	_____	\$_____	\$_____
37.	Pathology fees for review of abnormal test results	45	_____	_____	\$_____	\$_____
TOTAL BID COST, CATEGORY 3						\$_____

OTHER CHARGES

74. Blood Draw Charge, per Patient - Category 1 \$_____
75. Reference Lab Handling Fee (If any listed tests are subcontracted and a fee is charged, show the amount of the fee and the applicable item numbers) \$_____

Item Numbers:

76. STAT Fee \$_____
77. Discount Off Standard Outpatient Rates for Tests Not Listed Above _____%

LOCATIONS & TURNAROUND TIMES

Indicate the location of lab(s) or draw station(s) in the Auburn area:

Indicate the location of lab(s) or draw station(s) in the Roseville area:

Indicate the location of lab(s) or draw station(s) in the Kings Beach area:

State the standard turnaround time for test results: _____

State the time required for STAT results: _____

OPTIONAL: Will your firm provide on-site phlebotomy services for Rosewood House as described in the Specific Requirements for Category I in Special Terms and Conditions, Attachment B, Paragraph 2.2: _____ (yes or no)

If yes, cost for weekly visit during regular business hours: _____

If yes, cost for weekend and holiday services (if available): _____

INVOICE/PAYMENT TERMS:

Invoice Terms: _____ or _____ % discount if paid within _____ days;

OR Net payment due within _____ days.

Refer to Section 21 of the General Terms and Conditions for the County's payment policy.

ATTACHMENT B
SPECIAL TERMS AND CONDITIONS

1.0 General Requirements

- 1.1 The successful bidder, hereinafter referred to as the contractor, shall provide clinical and/or forensic laboratory services, indicated as Categories 1, 2 and 3, as defined below, on an as needed basis for various departments/divisions of the County of Placer, hereinafter referred to as the County. All services shall be provided in accordance with all terms, conditions and requirements of this document.
- 1.2 The contractor's services shall be provided on an as needed, if needed basis, to the sole satisfaction of the County. The contractor shall agree and understand that the County makes no commitments or guarantees as to the amount of service that may be required. However, the County estimates that services may be required in quantities of individual tests as indicated on Attachment A, Bid Form.
- 1.3 The contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement. The contractor shall also agree and understand that the County may obtain identical and/or similar services from other sources at anytime in conjunction with or in replacement of the contractor's services, if deemed by the County to be in the best interests of the County.
- 1.4 The contractor must maintain State of California licensing and CLIA certification for all laboratories performing service under Categories 1 and 3. All testing shall be performed by certified technologists. Quality Assurance is required for all laboratory testing. All abnormal pap smears and 10% of normal shall be checked by a licensed pathologist, and cytotechnologists shall work within the workload limits established by the Clinical Laboratory Improvement Act Amendments of 1988. Clinical lab licensing is not required for forensic services (Category 2).
- 1.5 The contractor shall provide services for all patients who are referred by the County clinics and/or departments/divisions as indicated in Attachment C to this document.
- 1.6 Payment for laboratory services will be made by the County of Placer for most patients. However, the contractor shall also provide services for patients who are referred by Placer County, but due to ineligibility for payment by the County, will pay for the lab work individually. It is the contractor's responsibility to obtain payment from these patients independent from the County, in accordance with the Placer County Billing Protocol (Attachment D).
 - 1.6.1 Medicare or Medi-Cal patients may be referred to the contractor for service. The contractor's laboratory staff will request Medicare or Medi-Cal card/sticker at time of service and shall not invoice the County for these patients. Any patient who is covered by Medicare or Medi-Cal, but neglects to inform the laboratory at the time of service, will be deleted from the billing invoice and a Medi-Cal POS sticker will be forwarded to the laboratory by the requesting department as full payment of service for patient.

- 1.7 The contractor shall provide a laboratory draw station in the Auburn, Roseville and/or Kings Beach areas for Category I. Draw stations may be operated by the contractor, or subcontracted. All outpatient clients who are required to go to the laboratory for testing will be sent during normal laboratory business hours.
- 1.8 The following procedure for reporting of laboratory results is required:
 - 1.8.1 When requested by the County, STAT results shall be available by telephone or by fax (with division consent).
 - 1.8.2 When requested by the County, same day results shall be available.
 - 1.8.3 All critical abnormal lab tests shall be phoned immediately to the requesting division.
 - 1.8.4 Monthly printout of abnormal pap smears shall be submitted to Health & Human Services divisions.
 - 1.8.5 The contractor shall supply a printer to provide on-line reporting of lab results to the Medical Clinic (at a minimum) and to other County locations if warranted, based on volume.
- 1.9 The contractor shall provide the County with all necessary equipment and supplies for the specimens to be extracted and safely transported from the collection point to the contractor's laboratory.
 - 1.9.1 Such equipment and supplies shall include, but not necessarily be limited to, collection and shipping apparatus, needles, syringes, tubes, labels, urine specimen cups, culture tubes, slides, reagents, and instructions necessary for submission and shipment of laboratory specimens to the contractor's laboratory.
 - 1.9.2 All collection and shipping apparatus must be approved by the County and meet quality control standards.
 - 1.9.3 The contractor, or the contractor's courier, must maintain specimens in proper conditions while being transported in order to ensure accuracy of test performed.
- 1.10 The contractor shall provide laboratory requisition slips, which shall be individualized by account as identified in Attachment C to this document. The specific method of individualization may be determined by the contractor, however the method selected shall be compatible with the various department/division's requirements, and should allow for the following:
 - 1.10.1 Sufficient space at the top for an addressograph stamp or label, enabling the County department/division to provide client identification including client's full name and chart number.

- 1.10.2 Spaces to accommodate client program information, date ordered, date of specimen collection, time of specimen collection, physician's name, diagnosis code and STAT order;
- 1.10.3 Section to record the County department/division's telephone number, extension, and name of individual designated to receive STAT results;
- 1.10.4 Sufficient number of pages to enable County department/division to retain two (2) copies, and any additional pages the contractor deems necessary to accommodate the contractor's internal needs.
- 1.10.5 Must be non-carbon and clearly readable.
- 1.10.6 Must be one single form designed to enable ordering of all tests, and;
- 1.10.7 Must be coded to indicate specimen requirements.
- 1.11 Quality Review – The contractor shall agree and understand that the accuracy of the contractor's test findings may be subject to outside laboratory verifications at the County's discretion.
 - 1.11.1 The County will be responsible for any costs associated with verification of test results.
 - 1.11.2 In the event that the County determines by verification that the results of the contractor's testing services are inaccurate or unreliable, the contract may be canceled without further cost to the County in accordance with applicable provisions and requirements stated herein.
- 1.12 Courier Service shall be provided for the applicable categories, as follows:
 - 1.12.1 Daily service shall be available to pick up at the Auburn locations (various locations at DeWitt Center).
 - 1.12.2 When courier service is requested, pickup shall be within 24 hours of request.
 - 1.12.3 Courier service will typically not be required on a daily basis for the Roseville and Kings Beach requirements. If service is requested, however, contractor shall be capable of providing courier service within 24 hours.
 - 1.12.4 The courier service provided shall follow all applicable federal, state and local regulations and requirements, as well as OSHA protocols, in the event of an accident or other event that causes a spill. All spills must be cleaned up by a firm duly licensed and regulated for medical waste clean-up.
- 1.13 Invoicing Requirements shall be as follows:
 - 1.13.1 The contractor(s) may receive multiple blanket purchase orders (BPOs) as some County divisions have separate accounts payable functions. Most BPOs will include

multiple accounts. Billing shall reference the appropriate blanket purchase order number and account number.

1.13.2 Individual accounts shall be established as indicated in Attachment C. Each account shall receive separate billing, even if included on the same BPO. Consolidated invoicing for several accounts on one billing will not be accepted.

1.13.3 All billings shall include, at a minimum:

- (1) Alphabetical listing of patients
- (2) Laboratory test description and number
- (3) Date of test
- (4) Itemized cost of test
- (5) Itemized credits by patient name
- (6) BPO number/account number

1.13.4 Subcontractors may be utilized by the contractor; however, direct billing from the subcontractor shall not be acceptable. All billing shall be provided through the contractor.

1.14 Reporting Requirements - The contractor shall provide activity reports for each account upon request, including quantities of each test performed on a monthly basis. It is desired, but not mandatory, that the contractor have the capability to provide reporting for individual providers (doctors) within a specific account.

2.0 Specific Requirements - Category 1, Clinical Laboratory Services

- 2.1 Various County divisions require clinical laboratory services in the Auburn, Roseville, and/or Kings Beach geographic areas, referring outpatients for walk-in service during normal business hours and for processing of specimens collected at the County Health Department. Courier pickup at County offices shall be required on a daily basis. The contractor may make arrangements with a subcontracted physician in the Kings Beach area for this service, however, phlebotomy charges over and above those offered in the bid shall not be accepted.
- 2.2 As an optional item, the Adult System of Care (Mental Health) Division desires on-site blood draws for inpatients at the Rosewood House, 101 Cirby Hills Drive, Roseville. The average daily patient count is 15. If available, on-site phlebotomy will be requested on a weekly basis. Occasionally, a weekend or holiday blood draw may be necessary. Courier service shall be included.
- 2.3 The Health and Human Services Department in both Auburn and Kings Beach will infrequently perform phlebotomy for certain patients as they deem appropriate. County staff draws the blood, provides the centrifuge (spin down) procedure, separates serum into transfer tubes and prepares the lab requisition. The staff notifies the laboratory, which then dispatches a courier for pickup service at the specified County facility.
- 2.4 The contractor shall provide the kits utilized by the Health and Human Services Department for blood draws (except gloves).

- 2.5 No specific guarantee is made of a minimum or maximum amount of laboratory services that shall be required. However, the total annual estimate of all divisions' requirements for Category I is \$90,000.

3.0 Specific Requirements - Category 2, Forensic Drug Confirmations

- 3.1 The Public Health Laboratory requires a GCMS independent confirmation of positive drug screening tests that have been performed by the Placer County Public Health Laboratory. Courier service shall be provided as requested on an as-needed basis.
- 3.2 No specific guarantee is made of a minimum or maximum amount of laboratory services that shall be required. However, the total annual estimate of all divisions' requirements for Category II is \$2,000.

4.0 Category 3 - Pap Smears/Pathology Evaluations

- 4.1 The Community Clinic and Family Planning programs have requirements for a clinical laboratory to provide testing of pap smears and histology (gross and micro exam). These samples may either be picked up by a laboratory courier in Auburn and Kings Beach on an as-required basis or sent to the laboratory in postage-paid mailers provided by the contractor.
- 4.2 The County must receive written notification of normal test results within 15 calendar days of sample collection. Abnormal test results must be received within 7 working days of sample collection.
- 4.3 No specific guarantee is made of a minimum or maximum amount of laboratory services that shall be required. However, the total annual estimate of all divisions' requirements for Category III is \$23,000.

ATTACHMENT C

ACCOUNT & LAB REQUISITION INFORMATION

The following accounts shall be established, with reporting and billing information to be distributed as specified. The account number and name shall be clearly indicated on the lab requisition. Lab requisitions may be customized to reflect frequently ordered tests, if requested to be provided in this manner by the account.

<u>Account Name</u>	<u>Lab Slips/Results</u>	<u>Billing Address</u>
Community Clinic/Auburn	11583 C Avenue, Auburn	379 Nevada Street, Auburn
Community Clinic/Roseville (Clinic/MIA/CHDP-TP clients)	1130 Conroy Lane, Suite 402 Roseville	379 Nevada Street, Auburn
Community Clinic/Kings Beach (Clinic/MIA/CHDP-TP clients)	8665 Salmon Ave, Kings Beach	379 Nevada Street, Auburn
Children's Health Clinic (CHDP) (CHDP/MIA/CHDP-TP clients)	11484 B Avenue, Auburn	379 Nevada Street, Auburn
Family Planning/Auburn	11484 B Avenue, Auburn	11583 C Avenue, Auburn
Family Planning/Roseville	11484 B Avenue, Auburn	11583 C Avenue, Auburn
WIC	11526 C Avenue, Auburn	11484 B Avenue, Auburn
Communicable Disease Control	11484 B Avenue, Auburn	11484 B Avenue, Auburn
Public Health Lab/GCMS	11475 C Avenue, Auburn	11484 B Avenue, Auburn
Environmental Health	3091 County Center Drive, Suite 180, Auburn	379 Nevada Street, Auburn
Mental Health/Auburn	11512 B Avenue, Auburn	379 Nevada Street, Auburn
Mental Health/Rosewood House	101 Cirby Hills Drive, Roseville	379 Nevada Street, Auburn
Mental Health/Roseville	101 Cirby Hills Drive, Roseville	379 Nevada Street, Auburn
Mental Health/Tahoe	5225 N. Lake Blvd, Carnelian Bay	379 Nevada Street, Auburn
SMART Children's Collaborative	1130 Conroy Lane, Suite 500, Roseville	379 Nevada Street, Auburn

ATTACHMENT D

Placer County Billing Protocol

MIA, CHDP Treatment Program (CHDP-TP) and Cash Patient Billing Procedures

All patients **must** provide a copy of their proof of eligibility or their receipt for payment to the Contractor for their lab work to be billed to Placer County. The MIA or CHDP-TP eligibility dates on the proof of eligibility letter must indicate the patient is currently enrolled in the Placer County MIA or CHDP-TP programs. Contractor will bill Placer County for their laboratory service.

If a patient does **not** have proof of eligibility, then the patient must return to the Placer County Community Clinic or Children's Health Clinic to obtain a copy of their eligibility letter. If the patient's proof of eligibility has expired, they must return to the Placer County Community Clinic or Children's Health Clinic to renew their enrollment in the MIA or CHDP-TP programs and obtain an updated eligibility letter.

Other Third Party Payer Billing Procedures- Medi-Cal, Family PACT, Medicare, CA CHDP (CHDP Assessment), and Private Insurance

All patients **must** provide a copy of their insurance card or eligibility information (Medi-Cal, Medicare, Family PACT, Healthy Families, CHDP etc.) to the Contractor at the time of service. Contractor will bill the patient's third party payer for their laboratory service.

For all CHDP Assessment lab requisitions, the patient must also provide Contractor a copy of their PM160 and DHS 4073. If they do not have these forms, the patient must return to their CHDP Provider to obtain their copies.

ATTACHMENT E

INSURANCE

Upon selection for award and prior to actual award of a blanket purchase order, CONTRACTOR shall file with Procurement Services Division, Placer County a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:VII showing.

1. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to **CONTRACTOR'S** employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language, and a copy of the endorsement shall be attached to the Certificate of Insurance:

Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Placer."

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

2. **GENERAL LIABILITY INSURANCE:**

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

One million dollars (\$1,000,000) each occurrence

One million dollars (\$1,000,000) aggregate

D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

One million dollars (\$1,000,000) for Products-Completed Operations

One million dollars (\$1,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

3. **ENDORSEMENTS:**

Each Comprehensive or Commercial General Liability policy shall be endorsed, with the following specific language, and a copy of the endorsement shall be attached to the Certificate of Insurance:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Placer."

4. **AUTOMOBILE LIABILITY INSURANCE:**

If CONTRACTOR will ever use its own courier instead of a commercial courier, CONTRACTOR shall also provide a certificate of Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles should include owned, nonowned, and hired automobiles/trucks.